

Pronto Solutions and Angela Gavilan,  
Respondents.

The licensing and regulation of loan modification consultants, foreclosure consultants and other persons providing 'covered services,' as defined in Nevada Revised Statutes (hereinafter "NRS") 645F.310, in the State of Nevada is governed by Chapter 645F of NRS and is also governed by the permanent regulation R052-09 promulgated pursuant thereto which was adopted on August 25, 2009 (hereinafter the "Regulation"). Effective July 1, 2009, the State of Nevada, Department of Business and Industry, Division of Mortgage Lending (hereinafter the "Division") has the general duty to exercise supervision and control over covered service providers, foreclosure consultants and loan modification consultants. See Chapter 645F of NRS and the Regulation. Pursuant to that authority, the Division makes the following Factual Allegations, Violations of Law, and Order, as follows:

1. Based upon information and belief, and at all relevant times herein mentioned, Pronto Solutions (hereinafter "Respondent Pronto") was and is an entity of unknown organization with offices located at 4800 E. Bonanza Road, #6, Las Vegas, Nevada 89110.

1           2.     Based upon information and belief, Angela Gavilan (hereinafter "Respondent  
2 Gavilan") is an individual who acted and continues to act as an agent or person employed by,  
3 or associated with, Respondent Pronto.

4           3.     Based upon information and belief, at all relevant times herein mentioned,  
5 Respondent Pronto and Respondent Gavilan (hereinafter collectively "Respondents")  
6 advertised services as, provided services of, engaged in, carried on or held themselves out as  
7 engaging in or carrying on, and continue to advertise services as, provide services of, engage  
8 in, carry on or hold themselves out as engaging in or carrying on, the activities of a loan  
9 modification consultant, foreclosure consultant or covered service provider.  
10

11           4.     Neither Respondent Pronto nor Respondent Gavilan has ever applied for, or  
12 been issued, a license by the Division as a covered service provider, foreclosure consultant or  
13 loan modification consultant, whether as an independent licensee or as an associated  
14 licensee, pursuant to Chapter 645F of NRS and the Regulation.

15           5.     In April 2010 and May 2010, the Division received three written complaints, from  
16 FR and VR, RD, and GCQ, respectively (each individually referred to hereinafter as a  
17 "complainant" or collectively as "Complainants"), each alleging, among other things, that  
18 Respondents were offering to provide, or providing, for compensation, services to obtain  
19 mortgage loan modifications for clients and/or prevent clients' properties from going to  
20 foreclosure, or providing other covered services, as defined in NRS 645F.310.  
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22           6.     Pursuant to the Regulation, "[w]hether or not a complaint has been filed, the  
23 Commissioner may investigate a licensee or other person if, for any reason, it appears  
24 that...[t]he licensee or other person is offering or providing any of the services of a covered  
25 services provider, foreclosure consultant or loan modification consultant or otherwise  
26 engaging in, carrying on or holding himself out as engaging in or carrying on the business of a  
27 covered services provider, foreclosure consultant or loan modification consultant without being  
28

1 appropriately licensed or exempt from licensing pursuant to the provisions of this chapter or  
2 chapter 645F of NRS....” See Section 105(1)(b) of the Regulation.

3 7. Pursuant to NRS 645F.310, “covered service” includes, without limitation:

4 1. Financial counseling, including, without limitation, debt counseling and budget counseling;  
5 2. Receiving money for the purpose of distributing it to creditors in payment or partial  
6 payment of any obligation secured by a mortgage or other lien on a residence in foreclosure;  
7 3. Contacting a creditor on behalf of a homeowner; 4. Arranging or attempting to arrange for  
8 an extension of the period within which a homeowner may cure a default and reinstate an  
9 obligation pursuant to a note, mortgage or deed of trust; 5. Arranging or attempting to arrange  
10 for any delay or postponement of the time of a foreclosure sale; 6. Advising the filing of any  
11 document or assisting in any manner in the preparation of any document for filing with a  
12 bankruptcy court; and 7. Giving any advice, explanation or instruction to a homeowner which  
13 in any manner relates to the cure of a default in or the reinstatement of an obligation secured  
14 by a mortgage or other lien on the residence in foreclosure, the full satisfaction of the  
15 obligation, or the postponement or avoidance of a foreclosure sale.  
16

17 8. Pursuant to the Regulation, “[a] person shall not advertise services as, provide any  
18 of the services of, act as or conduct business as a covered service provider, foreclosure  
19 consultant or loan modification consultant or otherwise engage in, carry on or hold himself out  
20 as engaging in or carrying on the activities of a covered service provider, foreclosure  
21 consultant or loan modification consultant unless the person has a license as a covered  
22 service provider, foreclosure consultant or loan modification consultant, as applicable, issued  
23 pursuant to this chapter and chapter 645F of NRS.” See Section 17 of the Regulation.  
24

25 9. Pursuant to the Regulation, “[i]t is unlawful for any person to provide or offer to  
26 provide any of the services of a covered service provider, foreclosure consultant or loan  
27 modification consultant or otherwise to engage in, carry on or hold himself out as engaging in  
28

1 or carrying on the business of a covered service provider, foreclosure consultant or loan  
2 modification consultant without first obtaining the applicable license issued pursuant to this  
3 chapter and chapter 645F of NRS, unless the person" is exempt from licensing and complies  
4 with the requirements for that exemption. See Section 102 of the Regulation.

5 10. Based upon information and belief, and at all relevant times herein mentioned,  
6 Complainant FR and VR were the owners of certain real property located at 7208 Scenic  
7 Desert Ct., Las Vegas, NV 89131 (hereinafter the "Scenic Desert Property").  
8

9 11. Based upon information and belief, and at all relevant times herein mentioned,  
10 Complainant RD was the owner of certain real property located at 3684 Lanai Ave., Las  
11 Vegas, NV 89104 (hereinafter the "Lanai Property").

12 12. Based upon information and belief, and at all relevant times herein mentioned,  
13 Complainant GCQ was the owner of certain real property located at 10141 Flagstaff Butte  
14 Ave., Las Vegas, NV 89148 (hereinafter the "Flagstaff Butte Property").

15 13. On approximately April 8, 2010 the Division received a written complaint from  
16 Complainant FR and VR (hereinafter "FR and VR Complaint") alleging, among other things,  
17 that:  
18

19 a. On August 17, 2009, Complainant FR and VR paid Respondents a total of  
20 One Thousand Nine Hundred Ninety Seven Dollars and No Cents (\$1,997.00) to negotiate the  
21 modification of their mortgage loan secured by the Scenic Desert Property;

22 b. From approximately August 2009 to December 2009, Respondent Pronto  
23 and/or Respondent Gavilan offered to provide, or provided, for compensation, services to  
24 obtain a mortgage loan modification for Complainant FR and VR and/or prevent the Scenic  
25 Desert Property from going to foreclosure, or to provide other covered services, as defined in  
26 NRS 645F.310; and  
27

28 c. Respondents failed to provide the loan modification services for which

1 Complainant FR and VR paid Respondents.

2 d. When Respondents failed to provide the loan modification services for which  
3 Complainant FR and VR paid Respondents, Complainant FR and VR requested a full refund;

4 e. Respondent's agreed to provide Complainant FR and VR with a partial refund  
5 in the amount of One Thousand Two Hundred Ninety Seven Dollars and No Cents  
6 (\$1,297.00);

7 f. In November and December 2009, respectively, Respondents gave  
8 Complainant FR and VR two post-dated refund checks in the amount of Seven Hundred  
9 Dollars and No Cents (\$700.00) and Five Hundred Ninety Seven Dollars and No Cents  
10 (\$597.00) respectively, but when Complainant FR and VR deposited the checks there were  
11 insufficient funds;  
12

13 g. In March 2010, after at least one of the post-dated checks did not clear due  
14 to insufficient funds, Complainant FR and VR contacted Respondents and again requested a  
15 refund;  
16

17 h. Respondent Gavilan gave Complainant FR and VR a personal check in the  
18 amount of Seven Hundred Dollars and No Cents (\$700.00), but when Complainant FR and  
19 VR deposited the check there were insufficient funds; and

20 i. To date, Respondents have not refunded the One Thousand Nine Hundred  
21 Ninety Seven Dollars and No Cents (\$1,997.00) owed Complainant FR and VR.

22 14. On approximately April 8, 2010, the Division received a written complaint from  
23 Complainant RD (hereinafter "RD Complaint") alleging, among other things, that:

24 a. On or about November 2009, Complainant RD paid Respondents a total of  
25 One Thousand Five Hundred Dollars and No Cents (\$1,500.00) to negotiate the modification  
26 of her mortgage loan secured by the Lanai Property;  
27

28 b. From approximately November 2009 to March 2009, Respondent Pronto

1 and/or Respondent Gavilan offered to provide, or provided, for compensation, services to  
2 obtain a mortgage loan modification for Complainant RD and/or prevent the Lanai Property  
3 from going to foreclosure, or to provide other covered services, as defined in NRS 645F.310;  
4 and

5 c. Respondents failed to provide the loan modification services for which  
6 Complainant RD paid Respondents.

7 d. When Respondents failed to provide the loan modification services for which  
8 Complainant RD paid Respondents, Complainant RD requested a full refund;  
9

10 e. To date, Respondents have not refunded the One Thousand Five Hundred  
11 Dollars and No Cents (\$1,500.00) owed Complainant RD.

12 15. On approximately May 6, 2010 the Division received a written complaint from  
13 Complainant GCQ (hereinafter "GCQ Complaint) alleging, among other things, that:

14 a. On November 18, 2009, Complainant GCQ paid Respondents a total of One  
15 Thousand Nine Hundred Ninety Seven Dollars and No Cents (\$1,997.00) to negotiate the  
16 modification of her mortgage loan secured by the Flagstaff Butte Property;  
17

18 b. From approximately November 2009 to March 2010, Respondent Pronto  
19 and/or Respondent Gavilan offered to provide, or provided, for compensation, services to  
20 obtain a mortgage loan modification for Complainant GCQ and/or prevent the Flagstaff Butte  
21 Property from going to foreclosure, or to provide other covered services, as defined in NRS  
22 645F.310; and

23 c. Respondents failed to provide the loan modification services for which  
24 Complainant GCQ paid Respondents.

25 d. When Respondents failed to provide the loan modification services for which  
26 Complainant GCQ paid Respondents, Complainant GCQ requested a full refund by the end of  
27 March 2010;  
28

1 e. Respondents agreed to provide Complainant GCQ with a partial refund in the  
2 amount of One Thousand Three Hundred Ninety Seven Dollars and No Cents (\$1,397.00), but  
3 kept the remaining Six Hundred Dollars and No Cents (\$600.00) for "[Respondent Pronto]'s  
4 time, faxes preparations, etc.";

5 f. At the end of March 2010, Respondents gave Complainant GCQ a refund  
6 check in the amount of One Thousand Three Hundred Ninety Seven Dollars and No Cents  
7 (\$1,397.00), but when Complainant GCQ deposited the check there were insufficient funds;  
8

9 g. To date, Respondents have not refunded the One Thousand Nine Hundred  
10 Ninety Seven Dollars and No Cents (\$1,997.00) owed Complainant GCQ.

11 16. After receiving the written complaints of Complainants FR and VR, RD, and  
12 GCQ regarding Respondents, the Division conducted an investigation which revealed, among  
13 other things, that:

14 a. From approximately August 2009 to December 2009, Respondent Pronto  
15 and/or Respondent Gavilan offered to provide, or provided, for compensation, services to  
16 obtain a mortgage loan modification for Complainant FR and VR and/or prevent the Scenic  
17 Desert Property from going to foreclosure, or to provide other covered services, as defined in  
18 NRS 645F.310, for Complainant FR and VR, as evidenced by the "Client Fee Agreement,"  
19 dated August 17, 2009 (a true and correct copy of which is attached hereto as **Exhibit "A"**  
20 and incorporated herein by reference as though set forth in full), the "Authorization Form,"  
21 dated August 17, 2009 (a true and correct copy of which is attached hereto as **Exhibit "B"**  
22 and incorporated herein by reference as though set forth in full);  
23

24 b. Respondents failed to provide the loan modification services for which  
25 Complainant FR and VR paid Respondents.  
26

27 c. When Respondents failed to provide the loan modification services for which  
28 Complainant FR and VR paid Respondents, Complainant FR and VR requested a full refund;

1 d. Respondent's agreed to provide Complainant FR and VR with a partial refund  
2 in the amount of One Thousand Two Hundred Ninety Seven Dollars and No Cents  
3 (\$1,297.00), but even such partial refund was never made;

4 e. To date, Respondents have not refunded the One Thousand Nine Hundred  
5 Ninety Seven Dollars and No Cents (\$1,997.00) owed Complainant FR and VR.

6 f. Both before and after the August 25, 2009 effective date of the Regulation  
7 Respondents offered to provide, or provided, for compensation, services to obtain a mortgage  
8 loan modification for Complainant RD and/or prevent the Lanai Property from going to  
9 foreclosure, or to provide other covered services, as defined in NRS 645F.310, for  
10 Complainant RD, as evidenced by the "Check Receipts," dated November and December  
11 2009 (true and correct copies of which are attached hereto as **Exhibit "C"** and incorporated  
12 herein by reference as though set forth in full); and  
13

14 g. Respondents failed to provide the loan modification services for which  
15 Complainant RD paid Respondents Five One Thousand Nine Hundred Ninety Seven Dollars  
16 and No Cents (\$1,997.00);  
17

18 h. When Respondents failed to provide the loan modification services for which  
19 Complainant RD paid Respondents, Complainant RD requested a full refund;

20 i. To date, Respondents have not refunded Complainant RD;

21 j. Both before and after the August 25, 2009 effective date of the Regulation  
22 Respondents offered to provide, or provided, for compensation, services to obtain a mortgage  
23 loan modification for Complainant GCQ and/or prevent the Crested Property from going to  
24 foreclosure, or to provide other covered services, as defined in NRS 645F.310, for  
25 Complainant GCQ, as evidenced by the "Client Fee Agreement," (a true and correct copy of  
26 which is attached hereto as **Exhibit "D"** and incorporated herein by reference as though set  
27 forth in full), the "Authorization Form," (a true and correct copy of which is attached hereto as  
28



1 **Exhibit “E”** and incorporated herein by reference as though set forth in full), and the “Cashed  
2 Check Copies,” dated April 2010 (true and correct copies of which are attached hereto as  
3 **Exhibit “F”** and incorporated herein by reference as though set forth in full); and

4 k. Respondents failed to provide the loan modification services for which  
5 Complainant GCQ paid Respondents Five One Thousand Nine Hundred Ninety Seven Dollars  
6 and No Cents (\$1,997.00);

7 l. When Respondents failed to provide the loan modification services for which  
8 Complainant GCQ paid Respondents, Complainant GCQ requested a full refund;

9 m. To date, Respondents have not refunded Complainant GCQ;

10 n. Neither Respondent Pronto nor Respondent Gavilan has ever applied for, or  
11 been issued, a license by the Division as a covered service provider, foreclosure consultant or  
12 loan modification consultant, whether as an independent licensee or as an associated  
13 licensee, pursuant to Chapter 645F of NRS and the Regulation; and

14 o. At all relevant times herein mentioned, neither Respondent Pronto nor  
15 Respondent Gavilan was or is exempt from the licensing requirements of Chapter 645F of  
16 NRS and the Regulation.

17 17. Pursuant to the Regulation, “[f]or each violation committed by a person who  
18 engages in an activity for which licensure as a covered service provider, foreclosure  
19 consultant or loan modification consultant is required under this chapter and chapter 645F of  
20 NRS, without regard to whether the person is licensed under this chapter and chapter 645F of  
21 NRS, the Commissioner may impose upon the person an administrative fine of not more than  
22 \$10,000...if the person...[d]oes not conduct business in accordance with law or has violated  
23 any provision of this chapter or chapter 645F of NRS or any order of the Commissioner...[or]  
24 [has offered or provided any services prescribed under this chapter or chapter 645F of NRS  
25 requiring licensure and the person did not have such a license and was not exempt from  
26  
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28

1 licensing at the time the person engaged in the activities....” See Sections 103(3)(c) and (w) of  
2 the Regulation.

3 18. Pursuant to the Regulation, “[i]f a person engages in an activity in violation of the  
4 provisions of this chapter or chapter 645F of NRS or an order of the Commissioner, the  
5 Commissioner may issue an order directing the person to cease and desist from engaging in  
6 the activity.” See Section 108(1) of the Regulation.

### 7 VIOLATIONS OF LAW

8 After investigation, the Division determined that, at all relevant times herein mentioned,  
9 Respondents, and each of them, offered or provided services of a covered services provider,  
10 foreclosure consultant or loan modification consultant or otherwise engaged in, carried on or  
11 held themselves out as engaging in or carrying on the business of a covered services  
12 provider, foreclosure consultant or loan modification consultant without having applied for  
13 and/or been issued a license by the Division and without being exempt from licensing  
14 pursuant to the provisions of Chapter 645F of NRS or the Regulation, in violation of Chapter  
15 645F of NRS and Sec. 17, 103(3)(c) and 105(1)(b) of the Regulation.  
16

### 17 ORDER

18 **NOW, THEREFORE, THE COMMISSIONER OF THE DIVISION HEREBY ORDERS,**  
19 pursuant to Chapter 645F of NRS and Section 108(1) of the Regulation, after having  
20 determined that Respondents offered or provided services of a covered service provider,  
21 foreclosure consultant or loan modification consultant or otherwise engaged in, carried on or  
22 held themselves out as engaging in or carrying on the business of a covered service provider,  
23 foreclosure consultant or loan modification consultant without having applied for and/or been  
24 issued a license by the Division and without being exempt from licensing, in violation of  
25 Chapter 645F of NRS and the Regulation, that **RESPONDENTS, AND EACH OF THEM,**  
26 **IMMEDIATELY CEASE AND DESIST** from the following activities:  
27  
28

1           1. Advertising for and/or soliciting covered services, foreclosure consultant and/or loan  
2 modification consultant business in the State of Nevada without having first received a license  
3 from the Division to conduct such activities; and

4           2. Offering or providing any of the services of a covered service provider, foreclosure  
5 consultant and/or loan modification consultant, or otherwise engaging in, carrying on or  
6 holding themselves out as engaging in or carrying on the business of a covered service  
7 provider, foreclosure consultant and/or loan modification consultant in the State of Nevada for  
8 which they have not received a license from the Division to conduct such activities.  
9

10           **IT IS FURTHER ORDERED**, pursuant to Chapter 645F of NRS and Section 108(4) of  
11 the Regulation, that upon filing a verified petition with the Division within **twenty (20) days** of  
12 receipt of this Order to Cease and Desist, Respondents, and each of them, shall be entitled to  
13 a hearing with regard to the contents of this Order to Cease and Desist. Each Respondent is  
14 advised, however, that the provisions of this Order to Cease and Desist are effective  
15 immediately upon such Respondent being served therewith, whether or not such Respondent  
16 requests a hearing.  
17

18           **NOTICE TO RESPONDENTS:** If you request a hearing, you are specifically informed  
19 that you have the right to appear and be heard in your defense, either personally or through  
20 your counsel of choice at your own expense. At the hearing, if one is timely requested, the  
21 Division will call witnesses and present evidence against you. You have the right to respond  
22 and to present relevant evidence and argument on all issues involved. You have the right to  
23 call and examine witnesses, introduce exhibits and cross-examine opposing witnesses on any  
24 matter relevant to the issues involved.  
25

26           **IT IS FURTHER ORDERED**, pursuant to NRS 233B.121, Chapter 645F of NRS and  
27 Section 113(2) of the Regulation that upon application to the Division within **twenty (20) days**  
28 of the date of this Order, Respondents, and each of them, shall be entitled to a hearing with

1 regards to the contents of this Order referenced hereafter. At that hearing the Division will  
2 seek to impose an administrative fine against Respondents, jointly and severally, in the  
3 amount of Fifteen Thousand Dollars and No Cents (\$15,000.00), payable to the Division on  
4 account of Respondents' violations of Chapter 645F of NRS and the Regulation, the Division's  
5 investigative costs in the amount of Seven Hundred and Ten Dollars (\$710.00) as well as the  
6 Division's attorney's fees, if any, incurred herein, to be proven at the hearing or upon the filing  
7 of a proper affidavit.

8 **IT IS FURTHER ORDERED**, pursuant to Chapter 645F of NRS and Section 103(2) of  
9 the Regulation, that Respondents immediately (a) cancel all contracts, if any, with  
10 homeowners and refund to such homeowners all moneys collected by Respondents from  
11 such homeowners, including, but not limited to, refunding One Thousand Nine Hundred Ninety  
12 Seven Dollars and No Cents (\$1,997.00) to Complainant FR and VR, One Thousand Five  
13 Hundred Dollars and No Cents (\$1,500.00) to Complainant RD, and One Thousand Nine  
14 Hundred Ninety Seven Dollars and No Cents (\$1,997.00) to Complainant GCQ; or (b) obtain  
15 the written consent of the homeowners to transfer their files, moneys and contracts to a  
16 licensed, bonded independent licensee, HUD-approved counseling service or other entity  
17 exempt from Chapter 645F of NRS.  
18  
19

20 Should Respondents, or either of them, not timely request a hearing within **twenty (20)**  
21 **days** of the date of this Order; the Division will enter a Final Order in this matter against such  
22 Respondent, as required by Section 113(2) of the Regulation.

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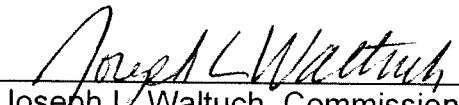
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1 The Division's Final Order will require payment by Respondents, jointly and severally,  
2 of the administrative fine, the Division's investigative costs, and the Division's attorney's fees  
3 within **thirty (30) days** of the entry of the Final Order.

4 Dated this 11<sup>th</sup> day of October, 2010.

5  
6 State of Nevada  
7 Department of Business and Industry  
8 Division of Mortgage Lending

9  
10 By:

  
11 \_\_\_\_\_  
12 Joseph L. Waltuch, Commissioner  
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## **EXHIBIT “A”**

## ***Pronto Solutions***

4425 E. Stewart Avenue #108,

Las Vegas, NV 89110

Phone (702) 453-3003

Fax (702) 453-4773

### **CLIENT FEE AGREEMENT**

*Pronto Solutions* and F██████ & V██████ ("Client") hereby agree(s) that *Pronto Solutions* will provide services to Client based on the terms set forth below.

1. **CONDITONS.** This agreement will not take effect, and *Pronto Solutions* will have no obligation to provide services until Client signs copy of this Agreement and pays upfront fee.
2. **SCOPE OF SERVICES.** Client hires *Pronto Solutions* to provide services in the following matter.
  - A. GATHER AND REVIEW CURRENT LOAN DOCUMENTS, RESIDENTIAL MORTGAGE PAYMENT REQUIREMENTS AND FUTURE REQUIREMENTS UNDER EXISTING NOTE(S)
  - B. HAVE A FORENSIC AUDIT PERFORMED ON THE LOAN DOCUMENTS TO IN ORDER TO ASCERTAIN WHETHER A RESPA AND/OR TRUTH-IN-LENDING VIOLATION IS PRESENT
  - C. REVIEW STATUS OF EXISITNG MORTGAGE ACCOUNT(S) REGARDING SUBJECT PROPERTY
3. **CLIENTS DUTIES.** Client agrees to be truthful, to cooperate, and to keep *Pronto Solutions* informed of any information or developments which may come to Client's attention. Client also agrees to abide by this agreement and to keep *Pronto Solutions* advised of Client's address, telephone number and whereabouts. Client will assist *Pronto Solutions* in providing necessary information and documents and will make him/her available if necessary, to execute documents deemed reasonably necessary to assist *Pronto Solutions* and Client to achieve objectives contemplated by this agreement.
4. **FEE AGREEMENT.** Client agrees to pay *Pronto Solution* the amount of \$ 1,997.00 prior to service for the application, gathering of documents, interaction with lender to retrieve appropriate documents for the forensic audit and the forensic audit itself.
5. **DISCHARGE AND WITHDRAWAL.** Client may discharge *Pronto Solutions* at any time. *Pronto Solutions* may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow *Pronto Solutions* advice on a material matter or any fact of circumstance that would render *Pronto Solutions* continuing representation unlawful or unethical. After services conclude, *Pronto Solutions* will, upon Client's request, deliver Client's file and property in *Pronto Solutions* possession, whether or not Client has paid for all services.
6. **DICLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement will be construed as a promise or guarantee about the outcome of the matter. *Pronto Solutions*

staff statements to Client will be construed as a promise or guarantee about the outcome of the matter. *Pronto Solutions* staff makes no such promises or guarantees.

7. **ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.
8. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be enforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
9. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both parties.
10. **EFFECTIVE DATE.** This agreement will govern the entire Scope of Services performed by Pronto Solutions on behalf of Client commencing with the date Pronto Solutions first performed services. The date of the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Pronto Solutions the reasonable value of any services they may have performed for Client.

**THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE PRONTO SOLUTIONS, LLC FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.**

SIGNED: 

DATE: 8/17/09

SSN:  & 

Address: 7208 Scenic Desert Ct  
Las Vegas NV 89131

**PRONTO SOLUTIONS**

By: \_\_\_\_\_



## **OUR GUARANTEE TO THE CUSTOMER**

We guarantee a 100% refund of the service fee, if after 150 days you do not receive a resolution from the lender as mentioned in the service agreement. The amount of \$600.00 will be withheld for the company's time, faxes emails and preparations.

By signing below all parties have reviewed and agreed to the above contract.

Client name and property address:

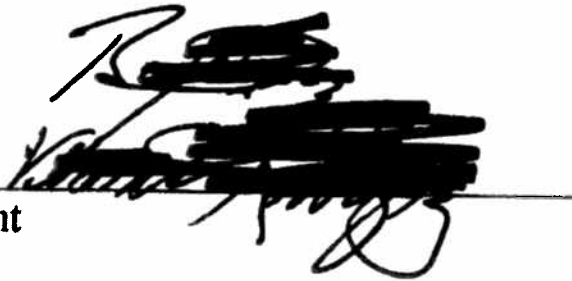
~~Fernando Rodriguez~~

~~Venerable Rodriguez~~

7208 Scenic Desert Ct

Las Vegas, NV 89131

Client

A handwritten signature in black ink, appearing to be 'Fernando Rodriguez', written over a horizontal line. The signature is stylized and somewhat obscured by heavy blacking out of the text above it.

Date

8/17/09

## ***Pronto Solutions***

4425 E. Stewart Avenue #108,

Las Vegas, NV 89110

Phone (702) 453-3003

Fax (702) 453-4773

Dear Homeowner,

Thank you for choosing *Pronto Solutions* to assist you in the evaluation of your current mortgage situation. We are helping many others in the same or even worse situation that you are in right now. Our company specializes in helping people find solutions to their mortgage problems. Our goal is to make you understand that it may still be possible to find a solution to your mortgage problems if you act. Working with us may help you to resolve your issues without having to give up your home.

You are the key to this process. We specialize in loan modification. Our team of loan modification negotiators will try to help you fix your mortgage problems without having to go thru a foreclosure.

Your responsibility is to complete the included paperwork entirely and return it to us "Pronto". This will include all documentation asked for in this list so that we may move forward. It is very important that you answer every question and provide every piece of documentation requested. Failure to provide the necessary information will delay your file and easily affect the outcome of your situation.

After you complete the package and return it to our office we will review your application in detail to assess your situation and determine the best possible solution for your particular situation. Your application will be reviewed and prepared to be sent to your lender(s) for negotiation to modify your loan. We will utilize all of our resources to get your file to the right people within the lender which gives you the best possible opportunity to be successful.

The agreed upon price is \$ 1,997.00 Once your application has been accepted, we will move forward according to the solutions proposed to you

and that you have agreed upon. The process might take some time and we will put attention to the utmost detail.

You are paying for the processing, forensic audit and your overall financial situation. *Pronto Solutions* does not and will not guarantee that should any solution be proposed, or submitted by us to your lender, that the solution will be accepted by your lender. It is understood and acknowledged by you the Client that simply presenting your proposed solution or plan or negotiation with your lender(s) by *Pronto Solutions* will not prevent the default of your loan or foreclosure until a solution has been agreed to in writing and signed by both you the Client and your lender(s).

***Indemnification:***

You the Client shall indemnify, defend and hold harmless *Pronto Solutions* and its officers, directors, employees and agents for, from and against any and all claims, lawsuits, losses, damages, costs and liabilities of any kind arising from any default of client on any loan or the foreclosure of any deed of trust, except claims arising from gross negligence of *Pronto Solutions*.

Thank you once again for choosing *Pronto Solutions*. We look forward to helping you achieve a solution to your mortgage problems.

## **EXHIBIT “B”**

**ATT : LOAN MODIFICATION DPT.  
FAX (303) 728-7648**

**AUTHORIZATION FORM**

This form will serve to acknowledge that the captioned mortgagor has authorized PRONTO SOLUTIONS to act on his/her behalf to resolve his/her mortgage problem(s). This is in accordance Title 24 of the CFR 203-500 (HUD)

**Mortgagor / Borrower**

Name Primary Borrower: F [REDACTED]  
CO-Borrower Name: V [REDACTED]  
Property Address: 7208 Scenic desert Ct.  
Las Vegas, NV 89131

Social Security of Primary Borrower: [REDACTED]  
Social Security of the Co-Borrower: [REDACTED]

**Mortgage / Lender Loan Information**

Lien Holder 1: Aurora Loan Servicing  
Loan Number: [REDACTED]

Lien Holder 2:  
Loan Number:

**Mortgagor's /Borrower(s) Signatures & Dates**

Mortgagor/Borrower:

[REDACTED]  
[REDACTED]  
[REDACTED]

Date:

8/17/09

## **EXHIBIT “C”**

# Pronto Solutions

4425 E. Stewart Avenue #108  
Las Vegas, Nevada 89110  
Phone (702) 453-3003  
Fax (702) 453-4773

Property Address: 3684 lanai Ave  
Las Vegas, NV 89104

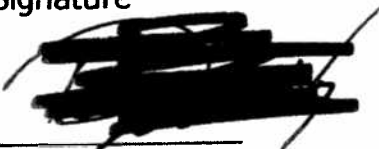
<b>RECEIPT</b>		<b>NO. 174</b>
PAYEE NAME: R [REDACTED] D [REDACTED] ADDRESS: 3684 Lanai ave CITY, ST ZIP CODE: Las Vegas, NV 89104		PAYER NAME: PRONTO SOLUTIONS ADDRESS: 4425 E. STEWART AVE., #108 CITY, ST ZIP CODE: LAS VEGAS, NV 89110
<b>DATE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
12/12/2009	PROCESSING FEE 1997 (BE ADVISE THIS IS NOT A LOAN MODIFICATION FEE)	1997 300.-
	SUBTOTAL	

**THIS RECEIPT IS FOR THE PROCESSING FEE OF YOUR PAPERWORK FOR A POSSIBLE LOAN MODIFICATION. SHOULD WE BE SUCCESSFUL IN MODIFYING YOUR MORTGAGE LOAN(S), A CLOSING FEE OF \$570 WILL BE DUE IMMEDIATELY FOR THE MODIFICATION.**

**BY SIGNING BELOW YOU AGREE TO THIS CLOSING FEE.**

  
Applicant Signature

12/12/2007  
Date

  
Co-applicant Signature

\_\_\_\_\_  
Date

## Pronto Solutions

4425 E. Stewart Avenue #108

Las Vegas, Nevada 89110

Phone (702) 453-3003

Fax (702) 453-4773

Property Address: 3684 Lanai Ave

Las Vegas, NV 89104

<b>RECEIPT</b>		<b>NO. 174</b>
<b>PAYEE NAME:</b> [REDACTED] <b>ADDRESS:</b> 3684 Lanai Ave <b>CITY, ST ZIP CODE:</b> Las Vegas, NV 89104		<b>PAYER NAME:</b> PRONTO SOLUTIONS <b>ADDRESS:</b> 4425 E. STEWART AVE., #108 <b>CITY, ST ZIP CODE:</b> LAS VEGAS, NV 89110
<b>DATE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
11/17/2009	PROCESSING FEE 1997 (BE ADVISE THIS IS NOT A LOAN MODIFICATION FEE)	1997
	SUBTOTAL	
	PAID \$500 - 11-21-09	

**THIS RECEIPT IS FOR THE PROCESSING FEE OF YOUR PAPERWORK FOR A POSSIBLE LOAN MODIFICATION. SHOULD WE BE SUCCESSFUL IN MODIFYING YOUR MORTGAGE LOAN(S), A CLOSING FEE OF \$570 WILL BE DUE IMMEDIATELY FOR THE MODIFICATION.**

**BY SIGNING BELOW YOU AGREE TO THIS CLOSING FEE.**

  
Applicant Signature

11-17-09  
Date

\_\_\_\_\_  
Co-applicant Signature

\_\_\_\_\_  
Date



## **EXHIBIT “D”**

## ***Pronto Solutions***

4425 E. Stewart Avenue #108,

Las Vegas, NV 89110

Phone (702) 453-3003

Fax (702) 453-4773

### **CLIENT FEE AGREEMENT**

*Pronto Solutions* and G [REDACTED] Q [REDACTED] ("Client") hereby agree(s) that *Pronto Solutions* will provide services to Client based on the terms set forth below.

1. **CONDITONS.** This agreement will not take effect, and *Pronto Solutions* will have no obligation to provide services until Client signs copy of this Agreement and pays upfront fee.
2. **SCOPE OF SERVICES.** Client hires *Pronto Solutions* to provide services in the following matter.
  - A. GATHER AND REVIEW CURRENT LOAN DOCUMENTS, RESIDENTIAL MORTGAGE PAYMENT REQUIREMENTS AND FUTURE REQUIREMENTS UNDER EXISTING NOTE(S)
  - B. REVIEW STATUS OF EXISITNG MORTGAGE ACCOUNT(S) REGARDING SUBJECT PROPERTY
3. **CLIENTS DUTIES.** Client agrees to be truthful, to cooperate, and to keep *Pronto Solutions* informed of any information or developments which may come to Client's attention. Client also agrees to abide by this agreement and to keep *Pronto Solutions* advised of Client's address, telephone number and whereabouts. Client will assist *Pronto Solutions* in providing necessary information and documents and will make him/her available if necessary, to execute documents deemed reasonably necessary to assist *Pronto Solutions* and Client to achieve objectives contemplated by this agreement.
4. **FEE AGREEMENT.** Client agrees to pay *Pronto Solution* the amount of \$ 1,997.00 prior to service for the application, gathering of documents, interaction with lender to retrieve appropriate documents for the forensic audit and the forensic audit itself.
5. **DISCHARGE AND WITHDRAWAL.** Client may discharge *Pronto Solutions* at any time. *Pronto Solutions* may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow *Pronto Solutions* advice on a material matter or any fact of circumstance that would render *Pronto Solutions* continuing representation unlawful or unethical. After services conclude, *Pronto Solutions* will, upon Client's request, deliver Client's file and property in *Pronto Solutions* possession, whether or not Client has paid for all services.
6. **DICLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement will be construed as a promise or guarantee about the outcome of the matter. *Pronto Solutions* staff statements to Client will be construed as a promise or guarantee about the outcome of the matter. *Pronto Solutions* staff makes no such promises or guarantees.

7. **ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.
8. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be enforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
9. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both parties.
10. **EFFECTIVE DATE.** This agreement will govern the entire Scope of Services performed by Pronto Solutions on behalf of Client commencing with the date Pronto Solutions first performed services. The date of the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Pronto Solutions the reasonable value of any services they may have performed for Client.

**THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE PRONTO SOLUTIONS. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUBLICATE OF THIS AGREEMENT.**

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

Leido y entendido. Poner iniciales aqui: 6. Q.

Address: 10141 Flagstaff Butte Ave  
Las Vegas NV 89148

**PRONTO SOLUTIONS**

By: \_\_\_\_\_

## ***Pronto Solutions***

4425 E. Stewart Avenue #108,

Las Vegas, NV 89110

Phone (702) 453-3003

Fax (702) 453-4773

Dear Homeowner,

Thank you for choosing *Pronto Solutions* to assist you in the evaluation of your current mortgage situation. We are helping many others in the same or even worse situation that you are in right now. Our company specializes in helping people find solutions to their mortgage problems. Our goal is to make you understand that it may still be possible to find a solution to your mortgage problems if you act. Working with us may help you to resolve your issues without having to give up your home.

You are the key to this process. We specialize in loan modification. Our team of loan modification negotiators will try to help you fix your mortgage problems without having to go thru a foreclosure.

Your responsibility is to complete the included paperwork entirely and return it to us "Pronto". This will include all documentation asked for in this list so that we may move forward. It is very important that you answer every question and provide every piece of documentation requested. Failure to provide the necessary information will delay your file and easily affect the outcome of your situation.

After you complete the package and return it to our office we will review your application in detail to assess your situation and determine the best possible solution for your particular situation. Your application will be reviewed and prepared to be sent to your lender(s) for negotiation to modify your loan. We will utilize all of our resources to get your file to the right people within the lender which gives you the best possible opportunity to be successful.

The agreed upon price is \$ 1,997.00 Once your application has been accepted, we will move forward according to the solutions proposed to you and that you have agreed upon. The process might take some time and we will put attention to the utmost detail.

You are paying for the processing, forensic audit and your overall financial situation. *Pronto Solutions* does not and will not guarantee that should any solution be proposed, or submitted by us to your lender, that the solution will be accepted by your lender. It is understood and acknowledged by you the Client that simply presenting your proposed solution or plan or negotiation with your lender(s) by *Pronto Solutions* will not prevent the default of your loan or foreclosure until a solution has been agreed to in writing and signed by both you the Client and your lender(s).

***Indemnification:***

You the Client shall indemnify, defend and hold harmless *Pronto Solutions* and its officers, directors, employees and agents for, from and against any and all claims, lawsuits, losses, damages, costs and liabilities of any kind arising from any default of client on any loan or the foreclosure of any deed of trust, except claims arising from gross negligence of *Pronto Solutions*.

Thank you once again for choosing *Pronto Solutions*. We look forward to helping you achieve a solution to your mortgage problems.

Leido y entendido

Iniciales: S.Q.

## ***OUR GUARANTEE TO THE CUSTOMER***

We guarantee a 100% refund of the service fee, if after 150 days you do not receive a resolution from the lender as mentioned in the service agreement. The amount of \$600.00 will be withheld for the company's time, faxes emails and preparations.

By signing below all parties have reviewed and agreed to the above contract.

Client name and property address:

**G. Q.**

10141 Flagstaff Butte Ave.

Las Vegas, NV 89148

Leido y entendido.

Iniciales: G. Q.

Client

Date

## **EXHIBIT “E”**

**ATT : LOAN MODIFICATION DPT.**  
**FAX ( )**

**AUTHORIZATION FORM**

This form will serve to acknowledge that the captioned mortgagor has authorized PRONTO SOLUTIONS to act on his/her behalf to resolve his/her mortgage problem(s). This is in accordance Title 24 of the CFR 203-500 (HUD)

**Mortgagor / Borrower**

Name Primary Borrower: **Gabriel Quiroga**

CO-Borrower Name:

Property Address: 10141 Flagstaff Butte Ave Las Vegas NV 89148

Social Security of Primary Borrower: **[REDACTED]**

Social Security of the Co-Borrower:

**Mortgage / Lender Loan Information**

Lien Holder 1: Bank Of America (BAC)

Loan Number: **[REDACTED]**

Lien Holder 2: NONE

Loan Number:

**Mortgagor's /Borrower(s) Signatures & Dates**

Mortgagor/Borrower: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT “F”**

\*091000019\*  
04/08/2010  
3350221877

NSF

This is a LEGAL COPY  
of your check. You can  
use it the same way  
you would use the  
original check.

RETURN REASON-A  
NOT SUFFICIENT  
FUNDS

001600000893300  
[0210000089] 04/06/2010  
10666549 000772

\*091000046\*  
04/05/2010  
000001184342616  
This is a LEGAL COPY  
of your check. You can  
use it the same way  
you would use the  
original check.

000001184342616  
[09100000160]  
04/05/2010

PRONTO SOLUTIONS  
4126 STEWART AVE. STE. 105 702-480-0008  
LAS VEGAS, NV 89118

PAY TO THE ORDER OF GABRIELA QUIROGA \$ 1397.-  
One thousand three hundred ninety seven and 00/100  
citibank  
MEMO CMP (copy)  
⑆322271724⑆ 1230

⑆322271724⑆ 0000139700⑆

⑆322271724⑆ 0000139700⑆

Protect Your Duplicate Checks Store your duplicate checks in your check box.

☒ Track your expenses...

<input type="checkbox"/> Clothing	<input type="checkbox"/> Food	<input type="checkbox"/> Transportation
<input type="checkbox"/> Credit Card	<input type="checkbox"/> Utilities	<input type="checkbox"/> Mortgage
<input type="checkbox"/> Entertainment	<input type="checkbox"/> Insurance	<input type="checkbox"/> Other: _____

☐ TAX-DEDUCTIBLE ITEM

4/15/10

BALANCE FORWARD	
THIS ITEM	
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

For enhanced security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

↑  
This is the copy of the check  
I gave them.

CERTIFICATE OF SERVICE

I certify that I am an employee of the State of Nevada, Department of Business and Industry, Division of Mortgage Lending, and that on, October 12, 2010, I deposited in the U.S. mail, postage prepaid via First Class Mail and Certified Return Receipt Requested, a true and correct copy of the foregoing, ORDER TO CEASE AND DESIST, ORDER TO PAY RESTITUTION, NOTICE OF INTENT TO IMPOSE FINE AND NOTICE OF RIGHT TO REQUEST HEARING for PRONTO SOLUTIONS AND ANGELA GAVILAN, addressed as follows:

Angela Gavilan  
Pronto Solutions  
4800 E. Bonanza Road #6  
Las Vegas, NV 89110

Certified Receipt Number: 7008 1830 0002 7959 6489

Angela Gavilan  
10720 Sprucedale Avenue  
Las Vegas, NV 89144

Certified Receipt Number: 7008 1830 0002 7959 6496

DATED this 11th day of October, 2010

By: Susan Slack  
Employee of the Division